

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN Re: John L.B. Donald : Chapter 13
: Bankruptcy No. 16-14544(mdc)
Debtor :

John L.B. Donald :
: 00044
Debtor/Plaintiff : Adv. No. 17-~~0000~~
: v. :
: HSBC Bank USA, N.A. as Trustee for :
Citigroup Mortgage Loan Trust Inc. :
Asset Backed Pass-Through Certificates :
Series 200-RP1 :
: and :
: Manley Deas Kochalski, LLC :
: Defendants :

**STIPULATION OF SETTLEMENT
AND CONSENT ORDER**

1. This Stipulation of Settlement is made between Plaintiff/ Debtor John L.B. Donald (hereinafter, "Debtor") on the one side and HSBC Bank USA, N.A. as Trustee for Citigroup Mortgage Loan Trust Inc. Asset Backed Pass-Through Certificates Series 200-RP1 (hereinafter, "HSBC"), through its Servicing Agent Wells Fargo Bank, N.A. dba America's Servicing Company ("Wells Fargo") and Manley Deas Kochalski LLC ("MDK") on the other. All the parties to this Stipulation of Settlement may be referred to collectively as "Parties".

2. This Stipulation of Settlement is intended to fully, finally, and amicably resolve all the various disputes between the Parties that are raised in the above captioned adversary action.

3. The Parties enter into this Stipulation in order to avoid the costs and uncertainty of litigating these disputes, and because they seek to amicably resolve the litigation represented by the above captioned adversary.

4. The Parties do so without admitting any of the contentions of the other Party and without admitting any wrongdoing.

TERMS OF THE STIPULATION OF SETTLEMENT

5. HSBC, through its counsel MDK, shall file an amended proof of claim within 15 days of the Court's approval of this Stipulation amending HSBC claim #1-1 (the "HSBC Amended Proof of Claim"). The HSBC Amended Proof of Claim shall be in the amount of \$54,285.59 and the interest rate set forth in paragraph 9 of Official Form 410 shall be stated as 6% per annum. MDK shall attach to the HSBC Amended Proof of Claim the correct copy of the original promissory note showing that the note is endorsed in blank. HSBC shall not be required to attach to the HSBC Amended Proof of Claim Bankruptcy Form 410A..

6. The HSBC Amended Proof of Claim shall be an **ALLOWED Secured Claim** in the amount of **\$54,285.59 (as of the Petition Date)**, secured by a lien on the Debtor's principal residence located at **306 W. Spencer Avenue, Philadelphia, PA 19120**.

7. This amount of the HSBC Amended Proof of Claim, **\$54,285.59**, represents the face amount of the judgment entered in the mortgage foreclosure case of *HSBC Bank USA, National Association as Trustee for Citigroup Mortgage Loan Trust Inc., Asset Backed Pass-Through Certificates Series 2004-RP1 v Donald*, CCP Philadelphia Cty July Term 2013 No. 04026, plus interest on that judgment from the date of the judgment to the date of the bankruptcy petition calculated at the rate of 6% simple interest *per annum*.

8. MDK shall pay Debtor the total amount of \$500.00 in statutory damages and shall pay Debtor's attorney Philadelphia Legal Assistance attorney's fees in the amount of \$2,100.00.

9. These payments from MDK shall be in full and complete satisfaction of the claims raised by Debtor against MDK in the above captioned litigation including all claims for damages and all claims for attorney fees.

10. Wells Fargo, on behalf of itself and HSBC shall pay Debtor the total amount of \$500.00 in statutory damages and shall pay Debtor's attorney Philadelphia Legal Assistance attorney's fees in the amount of \$2,100.00.

11. These payments from Wells Fargo shall be in full and complete satisfaction of the claims raised by Debtor against HSBC or against Wells Fargo in the above captioned litigation including all claims for damages and all claims for attorney fees.

12. Payment of the amounts to Debtor and Philadelphia Legal Assistance is contingent upon both parties providing completed, executed W-9s to Wells Fargo and MDK (using the current IRS form).

13. The parties acknowledge that Philadelphia Legal Assistance is providing legal assistance to Debtor without charge to Debtor and that Debtor has no personal obligation to pay Philadelphia Legal Assistance any fees in connection with the above captioned litigation.

14. Payment to Debtor and Philadelphia Legal Assistance is also contingent upon Debtor's execution of separate Settlement and Releases of Claims Agreements in favor of (a) HSBC and Wells Fargo and (b)MDK.

15. Payment of the aforementioned sums to Debtor and to Philadelphia Legal Assistance shall be made within 30 days of receipt by MDK and Wells Fargo on behalf of HSBC of the aforesaid completed W-9 form and the Settlement and Release Agreements.

16. The Court shall instruct the Clerk's office to mark the docket to reflect that the above captioned adversary action is "settled" and "discontinued with prejudice."

17. The Court shall, however, retain jurisdiction over the adversary action to enforce its terms in the event MDK, or, HSBC, or Wells Fargo fail to make the payments provided herein.

Intending to be legally bound thereby, the parties to the above captioned action, by their respective attorneys, each of whom has been expressly authorized to enter into this Stipulation and to approve this Order, set their signatures below.



Christine Kovan, Esq.
STEVENS & LEE
Attorney for HSBC and Wells Fargo
620 Freedom Business Center, Suite 200
King of Prussia, PA 19406
610-205-6038

/s/ Irwin Trauss

Irwin Trauss, Esq.
Philadelphia Legal Assistance
Attorney for Debtor
718 Arch Street, Suite 300N
Philadelphia, PA 19106
(215) 981-3811

Date: June 20, 2017

Date: 6/20/2017

/s/ Karina Velter

Karina Velter, Esquire
Manley Deas Kochalski LLC
Attorney for Manley Deas Kochalski
P.O. Box 165028
Columbus, Ohio 43216-5028

Date: 6/20/2017

6/23/17

No Objection:


TRUSTEE

***without prejudice to any
trustee rights or remedies**

CONSENT ORDER

AND NOW this 20th day of July, 2017, the above stipulation is approved as an ORDER of this Court. The Clerk of Court is directed to mark the claims docket consistent with paragraphs 5 and 6 and is further directed to mark the above captioned as "Settled" and Closed. The Court, however shall retain jurisdiction to enforce the payments required by the stipulation and by these orders.

Magdeline D. Coleman

Magdeline D. Coleman, B.J.